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NOTICE OF LICENSING AGREEMENT

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SAMPLE

NOTICE OF LICENSING AGREEMENT
FOR INSTALLATION OF TEP-OWNED PHOTOVOLTAIC SYSTEM
TEP RESIDENTIAL SOLAR PROGRAM

Contract Number: TORS-TFS-00004

THIS NOTICE OF LICENSING AGREEMENT ("Notice") is made this ___ day of _____ 2015, by TUCSON ELECTRIC POWER COMPANY, an Arizona corporation ("TEP" or "Grantor").

1. Property Owner(s) set forth below and TEP have entered into a TEP Residential Solar Program -Licensing Agreement ("Agreement") governing TEP's ownership of that certain residential photovoltaic system ("System") installed and located on the residential real property identified below (the "Property"). The Agreement authorizes the recording of this Notice by TEP.

Property Owner(s) or (" <u>Grantee</u> "):	
Property Address:	
Legal Description:	

2. Without limiting the provisions of the Agreement, notice is hereby provided as to existence of the System on the Property and TEP's ownership of the System. Upon the expiration of the term of the Agreement or upon the occurrence of any of the conditions provided in the Agreement, TEP retains the right to enter upon the Property and to remove the System. Further, during the term of the Agreement, TEP has the right to access the Property for installing, using, operating, monitoring, maintaining, and removing the System and the electric lines, inverters and meters necessary to interconnect and operate the System as part of TEP's electric grid.
3. Notice is further given that the Agreement restricts conveyances or encumbrances on the System, and requires that the Property Owner provide TEP prior written notice of transfer of the Property. The Agreement also sets forth certain provisions regarding the management, operation, and removal of the System. Successors, assignees and transferees of this Property are required to purchase the System, take an assignment of Property Owner's Agreement, or enter into a separate Agreement with TEP for the remainder of the term. In the alternative, upon transfer of the Property, the Property Owner can elect to pay the Exit Fee as set forth in the Agreement.
4. Property Owner intends that any transferees, successors, or assignees of the Property shall be subject to the Agreement, and further, that the Agreement shall be binding and enforceable upon the transferees, successors and assignees. PROPERTY OWNER MAY NOT SUBLICENSE, ASSIGN, SELL OR OTHERWISE TRANSFER, OR GRANT ANY INTEREST INCLUDING A SECURITY INTEREST IN THE SYSTEM OR THE AGREEMENT WITHOUT TEP'S WRITTEN CONSENT.
5. This Notice is not a complete summary of the Agreement, nor shall any provisions of this Notice be used in interpreting the provisions of the Agreement. In the event of any conflict between this Notice and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, this Notice has been duly executed as of the date first above written.

TUCSON ELECTRIC POWER COMPANY

By: _____

Carmine Tilghman
Senior Director, Energy Supply

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of September, 2015, by Carmine Tilghman, Senior Director of TUCSON ELECTRIC POWER COMPANY, an Arizona corporation, on behalf of the corporation.

Notary Public

